MOTION FILED
DEC 1 - 2003

(2)

No. 03-642

IN THE

Supreme Court of the United States

LAWRENCE S. ALLEN, M.D., MICHAEL K. MILLER, M.D., TIMOTHY R. COLLINS, M.D., and COLORADO PERMANENTE MEDICAL GROUP, P.C.,

Petitioners,

v.

KAREN PACHECO,

Respondent.

On Petition for a Writ of Certiorari to the Supreme Court of the State of Colorado

MOTION FOR LEAVE TO FILE BRIEF AND BRIEF OF THE AMERICAN ASSOCIATION OF HEALTH PLANS-HEALTH INSURANCE ASSOCIATION OF AMERICA AND THE COLORADO ASSOCIATION OF HEALTH PLANS AS *AMICI CURIAE* IN SUPPORT OF PETITIONERS

RICHARD E. RAMSAY
AMERICAN ASOCIATION OF HEALTH PLANS—HEALTH INSURANCE ASSOCIATION OF AMERICA
1129 20th Street, N.W.
Suite 600
Washington, D.C. 20036
(202) 778-3230

JAMES P. HOLLOWAY *
PROSKAUER ROSE LLP
1233 20th Street, N.W.
Suite 800
Washington, D.C. 20036
(202) 416-6800

* Counsel of Record

December 1, 2003

WILSON-EPES PRINTING CO., INC. – (202) 789-0096 – WASHINGTON, D. C. 20001

15 pp

IN THE

Supreme Court of the United States

No. 03-642

LAWRENCE S. ALLEN, M.D., MICHAEL K. MILLER, M.D., TIMOTHY R. COLLINS, M.D., and COLORADO PERMANENTE MEDICAL GROUP, P.C.,

Petitioners,

v.

KAREN PACHECO,

Respondent.

On Petition for a Writ of Certiorari to the Supreme Court of the State of Colorado

MOTION FOR LEAVE TO FILE BRIEF AS *AMICI CURIAE* IN SUPPORT OF PETITIONERS

Pursuant to Rule 37.2 of the Rules of this Court, the American Association of Health Plans—Health Insurance Association of America ("AAHP-HIAA") and the Colorado Health Care Association ("CAHP") respectfully move for leave to file the attached brief as *amici curiae* in support of Petitioners. Petitioners have consented to the filing of this brief. Their letter of consent has been lodged with the Clerk of the Court. Respondent has declined to consent.

AAHP-HIAA is the national association for the private health insurer community. AAHP-HIAA's mission is to advance health care quality and affordability through leadership in the health care community, advocacy and the provision of services to its members. AAHP-HIAA's nearly

1,300 member companies provide health, long-term care, dental, disability, and supplemental coverage to more than 200 million Americans.

CAHP is a trade association of group health insurance carriers that offer health maintenance organization or preferred provider organization products in Colorado. Over 2.6 million Coloradans have their health coverage through a CAHP member health plan. Eleven health plans are members of CAHP. CAHP represents the managed care industry before the Colorado General Assembly, the Department of Regulatory Agencies and Division of Insurance, and other legislative and executive branch entities. CAHP works closely with other organizations and entities on health care public policy to ensure a competitive marketplace for affordable, quality health coverage for Colorado employers to offer their employees.

Amici file this brief because of their interest in preserving the ability of managed care organizations and their enrolled members to resolve disputes through the use of arbitration agreements enforceable under the Federal Arbitration Act ("FAA"). The managed care community has a vital interest in ensuring that arbitration agreements are enforced consistently with the federal policy embodied in the FAA. State laws impairing the use of contractual arbitration to resolve disputes would have a profound impact on the ability of the employee benefit plan community and the health care industry to control costs while working for quality health care. Creating a huge loophole to allow States to enforce anti-arbitration laws forbidden by the FAA will drive up the cost of health care coverage and will discourage employers from purchasing managed care or insurance products, or from otherwise providing health care coverage to their employees.

The Colorado Supreme Court's decision, in misapplying the McCarran-Ferguson Act to save a state statute prescribing typeface, font and positioning requirements for arbitration

agreements used by health care providers, establishes an unfortunate precedent that encourages the misuse of the McCarran-Ferguson Act to allow States to enforce anti-arbitration laws.

For the foregoing reasons, AAHP-HIAA and CAHP respectfully request that they be allowed to participate in this case by filing the attached brief.

Respectfully submitted,

RICHARD E. RAMSAY
AMERICAN ASOCIATION OF
HEALTH PLANS—HEALTH
INSURANCE ASSOCIATION
OF AMERICA
1129 20th Street, N.W.
Suite 600
Washington, D.C. 20036
(202) 778-3230

JAMES P. HOLLOWAY *
PROSKAUER ROSE LLP
1233 20th Street, N.W.
Suite 800
Washington, D.C. 20036
(202) 416-6800

* Counsel of Record

December 1, 2003

TABLE OF CONTENTS

	Page
TABLE OF AUTHORITIES	ii
INTEREST OF *AMICI CURIAE*	1
STATEMENT OF THE CASE	2
REASONS FOR GRANTING THE PETITION	3
I. THE COURT SHOULD GRANT THE PETITION TO UPHOLD THE FEDERAL POLICY OF ENCOURAGING ARBITRATION	5
II. THE COURT SHOULD GRANT THE PETITION TO RESTORE PRINCIPLES OF FEDERALISM IMPACTING THE ENFORCEMENT OF ARBITRATION AGREEMENTS	7
CONCLUSION	11

TABLE OF AUTHORITIES

CASES — Page

Allied-Bruce Terminix Companies, Inc. v. Dobson, 513 U.S. 265 (1995) 5, 9, 11
Autry v. Northwest Premium Services, Inc., 144 F.3d 1037 (7th Cir. 1998) 8, 10
Colorado Permanente Medical Group, P.C. v. Evans, 926 P.2d 1218 (Colo. 1996) 10
Doctor's Associates, Inc. v. Casarotto, 517 U.S. 681 (1996) 7, 11
State Farm Mut. Auto. Ins. Co. v. Campbell, 123 S. Ct. 1513 (2003) 7

STATUTES

9 U.S.C. § 2 2
710 Ill. Comp. Stat. § 15/9(d) 8
Ala. Code § 6-5-485(a) 9
Ark. Code § 16-108-201(b)(2) 9
Cal. Civ. Proc. Code § 1295(b) 8
Colo. Rev. Stat. § 13-64-403 2
Fla. Stat. § 766.207 7
Ga. Code § 9-9-62 9
Md. Code Cts. & Jud. Proc. § 3-2A-01 *et seq* 7
La. Rev. Stat. § 4235 8
N.Y. Public Health Law § 4406-a 8
Ohio Rev. Code § 2711.21 7
Ohio Rev. Code § 2711.24 9
S.C. Code § 15-48-10(b)(4) 9
S.D. Codified Laws § 21-25B-3 9
Tex. Civ. Prac. & Rem. Code § 171.002 9
Vt. Stat. tit. 12 § 7001 *et seq* 7
Va. Code § 8.01-581.12 7

TABLE OF AUTHORITIES—Continued

MISCELLANEOUS

Page

InterStudy, *Competitive Edge Part II: HMO Industry Report* 8

Lewis L. Maltby, *Private Justice: Employment Arbitration and Civil Rights*, 30 Colum. Hum. Rts. L. Rev. 29 (Fall 1998) 5

Thomas B. Metzloff, *The Unrealized Potential of Malpractice Arbitration*, 31 Wake Forest L. Rev. 203, 206 (Spring 1996) 6

National Arbitration Forum, *Medical Justice Through Alternative Dispute Resolution: Rational Alternatives to Lawsuits for Resolving Healthcare Disputes*, available online at www.arb-forum.com/articles/ whitepapers/hc903.pdf (last visited Nov. 25, 2003) 6

IN THE

Supreme Court of the United States

No. 03-642

LAWRENCE S. ALLEN, M.D., MICHAEL K. MILLER, M.D., TIMOTHY R. COLLINS, M.D., and COLORADO PERMANENTE MEDICAL GROUP, P.C.,

Petitioners,

v.

KAREN PACHECO,

Respondent.

On Petition for a Writ of Certiorari to the Supreme Court of the State of Colorado

BRIEF OF THE AMERICAN ASSOCIATION OF HEALTH PLANS—HEALTH INSURANCE ASSOCIATION OF AMERICA AND THE COLORADO ASSOCIATION OF HEALTH PLANS AS *AMICI CURIAE* IN SUPPORT OF PETITIONERS

INTEREST OF *AMICI CURIAE*[1]

The interests of *amici curiae* are set forth in the motion accompanying this brief.

[1] Pursuant to Supreme Court Rule 37.6, *amici* state that no counsel for a party authored this brief in whole or in part and no person or entity other than *amici* contributed monetarily to the preparation and submission of this brief.

STATEMENT OF THE CASE

The *amici* incorporate the Statement of the Case in the Petition for Writ of Certiorari and summarize the portions of the Colorado Supreme Court's opinion (Pet. App. 1a-28a) that are relevant to their arguments.

Respondent Karen Pacheco's husband was a member of the Kaiser Foundation Health Plan of Colorado ("Health Plan"). The Health Plan contracted with a variety of health care providers who delivered services to Health Plan members such as Mr. Pacheco. Petitioner Colorado Permanente Medical Group, P.C. ("CPMG") was a health care provider under contract with the Health Plan. Petitioners Lawrence S. Allen, M.D., Michael K. Miller, M.D., and Timothy R. Collins, M.D., are physicians employed by CPMG who provided medical services to Mr. Pacheco.

Ms. Pacheco filed a wrongful death action against Petitioners, alleging that they were negligent in diagnosing and treating her husband. In response, Petitioners moved to compel arbitration pursuant to an arbitration clause in Mr. Pacheco's "Group Medical and Hospital Services Agreement" with the Health Plan.

In response, Ms. Pacheco asserted that the arbitration clause was invalid because it did not comply with provisions of the Colorado Health Care Availability Act ("HCAA"), Colo. Rev. Stat. § 13-64-403 (Pet. App. 51a-55a), specifying typeface, font and similar requirements for disclosing arbitration clauses in agreements between patients and their health care providers.

Petitioners asserted that the HCAA was preempted by the Federal Arbitration Act ("FAA"), 9 U.S.C. § 2. The trial court granted Petitioners' motion to compel arbitration. In ordering arbitration, the trial court rejected Ms. Pacheco's contention that the McCarran-Ferguson Act saved the HCAA from being preempted by the FAA. Pet. App. 46a-47a.

The arbitrator ruled in favor of Petitioners. Pet. App. 35a-44a. The trial court denied Ms. Pacheco's motion to vacate the arbitration decision. Ms. Pacheco then appealed. Pet. App. 34a. The Colorado Court of Appeals reversed, on grounds unrelated to the issues here. Pet. App. 29a-33a.

On review, the Colorado Supreme Court held that the HCAA's arbitration disclosure requirements were in conflict with the FAA. Pet. App. 12a. The Colorado court recognized that the FAA would preempt the HCAA, unless the HCAA was saved by the "reverse preemption" of the McCarran-Ferguson Act. The court then addressed whether the HCAA was enacted "for the purpose of regulating the business of insurance" so as to be saved by the McCarran-Ferguson Act. Pet. App. 13a.

The Colorado Supreme Court concluded that state laws are enacted for the purpose of regulating the business of insurance if they: (1) "directly regulate contracts between insurance policy holders and their insurers," and (2) "further the interests of these policyholders." Pet. App. 15a-16a. Applying this standard, the Colorado court found that the HCAA "regulat[es] health insurance contracts drafted by the health care provider." Further, the court found that the HCAA's typeface, font and similar standards for disclosing arbitration clauses used by health care providers "protect[s] patients who are insured by that provider." Pet. App. 16a & n.9. Based on these findings, the Colorado Supreme Court held that the HCAA was enacted for the purpose of regulating the business of insurance and, therefore, was saved from FAA preemption by the McCarran-Ferguson Act.

REASONS FOR GRANTING THE PETITION

Many managed care organizations have utilized contractual arbitration to resolve disputes more expeditiously, cost-effectively and amicably than through expensive and lengthy court litigation. The HCAA is one of many statutory efforts

at the state level to restrict the use of arbitration agreements. The HCAA in particular restricts the use of arbitration agreements in resolving medical malpractice disputes, by, among other things, prescribing typeface, font and other standards for disclosing arbitration clauses in contracts between health care providers and their patients.

The Colorado court's decision is a dangerous precedent that undercuts not only the federal policy under the FAA of promoting arbitration, but also the ability of Congress to determine when uniform federal standards ought to apply to transactions that may incidentally involve insurance or an insurer. If the Colorado court correctly held that a requirement regarding typeface, for example, can constitute the regulation of the business of insurance and invalidate an arbitration agreement, then virtually any state law regulating transactions touching insurance, however tangentially, would constitute the "business of insurance" and would preempt federal law pursuant to the McCarran-Ferguson Act.

Some states have adopted different requirements for the disclosure of arbitration agreements relating to medical malpractice disputes. Still other states outright prohibit the use of arbitration agreements for such disputes. The Colorado Supreme Court's decision encourages this variety of conflicting state standards by misinterpreting the McCarran-Ferguson Act and saving the HCAA from FAA preemption.

In this particular case, the McCarran-Ferguson Act was misapplied to save a state statute that restricts the use of arbitration as a method for resolving medical malpractice disputes. The HCAA, together with comparable statutes in other states, comprise a diverse and conflicting patchwork of state regulations restricting the use of arbitration. These state laws should not displace the federal policy favoring the enforcement of arbitration agreements consistent with the FAA.

I. THE COURT SHOULD GRANT THE PETITION TO UPHOLD THE FEDERAL POLICY OF ENCOURAGING ARBITRATION

As this Court has emphasized, the arbitration process is generally more expeditious and less expensive than litigation. These features of arbitration benefit everyone participating in our health care system, especially health care consumers.

> We agree that Congress, when enacting [the FAA], *had the needs of consumers, as well as others, in mind.* [emphasis added] *See* S. Rep. No. 536, 68th Cong., 1st Sess., 3 (1924) (the Act, by avoiding "the delay and expense of litigation," will appeal "to big business and little business alike, . . . corporate interests [and] individuals"). Indeed, arbitration's advantages often would seem helpful to individuals, say, complaining about a product, who need a less expensive alternative to litigation. *See e.g.*, H.R. Rep.-No. 97-542, p. 13 (1982) ("The advantages of arbitration are many: it is usually cheaper and faster than litigation; it can have simpler procedural and evidentiary rules; it normally minimizes hostility and is less disruptive of ongoing and future business dealings among the parties; it is often more flexible in regard to scheduling of times and places of hearings and discovery devices . . .")

Allied-Bruce Terminix Companies, Inc. v. Dobson, 513 U.S. 265, 280 (1995).

Consumers benefit because arbitration resolves disputes more expeditiously and inexpensively than litigation.[2] Arbi-

---

[2] A study of the costs and benefits of arbitrating versus litigating employment-related claims strongly supports the use of arbitration for dispute resolution. *See* Lewis L. Maltby, *Private Justice: Employment Arbitration and Civil Rights*, 30 Colum. Hum. Rts. L. Rev. 29 (Fall 1998). In one survey by the American Arbitration Association, claimants won 63% of the time in arbitration, compared with 14.9% in litigation. *Id.* at 46. The mean damages awarded in arbitration were $49,030, compared with $530,611 for litigation. *Id.* at 48. Yet through arbitration claimants

tration involves less formal procedures and less delay, which results in lower attorneys' fees for all parties. Moreover, arbitration involves an objective decision-maker less likely than a jury to be swayed by irrelevant, inflammatory evidence.[3] This feature of arbitration promotes damage awards that are commensurate with the nature of the injury sustained.[4]

The lower cost associated with the arbitration of disputes results in savings which can be passed along to consumers and employers. Conversely, the higher costs associated with court litigation, including the economic burden of excessive jury verdicts, are passed on from managed care organizations to individuals and employer groups and in some cases may dissuade employers from purchasing managed care or insurance products for the benefit of their employees. Thus, the ability of managed care organizations to resolve disputes through arbitration has a profound impact on the affordability and availability of health care services.[5]

---

obtained 18% of the amount demanded, compared with 10.4% obtained through litigation. *Id.*

[3] One commentator has noted the expertise of neutral arbitrators as a primary benefit of arbitration. *See* Thomas B. Metzloff, *The Unrealized Potential of Malpractice Arbitration*, 31 Wake Forest L. Rev. 203, 208 (Spring 1996). Medical malpractice disputes litigated in court may involve highly paid, partisan experts who are not motivated to make objective medical findings, and in some cases unqualified experts are used. *See id.* at 209.

[4] Jury verdicts in medical malpractice cases are especially prone to being excessive because these cases often involve claims of pain and suffering, which are subjective in nature and difficult to quantify. *See* Thomas B. Metzloff, *The Unrealized Potential of Malpractice Arbitration*, 31 Wake Forest L. Rev. 203, 206 (Spring 1996).

[5] As noted by the National Arbitration Forum, "[t]he ripple effects are felt throughout the system and throughout the entire economy. Premium and legal costs are passed on to consumers, furthering patient dissatisfaction with America's healthcare system." *See Medical Justice*

In fact, several states, recognizing the benefits of arbitration rather than litigation for medical malpractice disputes, have enacted statutory arbitration programs. *See e.g.* Fla. Stat. § 766.207; Md. Code Cts. & Jud. Proc. § 3-2A-01 *et seq.*; Ohio Rev. Code § 2711.21; Vt. Stat. tit. 12 § 7001 *et seq.*; Va. Code § 8.01-581.12.

The managed care community has a substantial interest in the federal policy of enforcing arbitration agreements consistent with the FAA. Managed care organizations rely on arbitration to resolve legal disputes. Jury trials to resolve such disputes may result in verdicts that are "neither reasonable nor proportionate" to the alleged harm. *See State Farm Mut. Auto. Ins. Co. v. Campbell*, 123 S. Ct. 1513, 1526 (2003). Thus, managed care organizations have compelling reasons to utilize arbitration agreements which are enforceable under the FAA.

II. THE COURT SHOULD GRANT THE PETITION TO RESTORE PRINCIPLES OF FEDERALISM IMPACTING THE ENFORCEMENT OF ARBITRATION AGREEMENTS

The Colorado court's decision is an attempt at the state level to circumvent the important federal policies embodied in the FAA. The court has effectively granted states *carte blanche* to restrict the use of arbitration by insurers, and set an unfortunate precedent that conflicts with federal policy. *See Doctor's Associates, Inc. v. Casarotto*, 517 U.S. 681, 687 (1996), where this Court held preempted a state law that was

---

Through Alternative Dispute Resolution: Rational Alternatives to Lawsuits for Resolving Healthcare Disputes, available online at www.arbforum.com/articles/whitepapers/hc903.pdf (last visited Nov. 25, 2003). Furthermore, the rising cost of health care coverage threatens to exacerbate the crisis posed by the rising number of individuals without any health coverage—now estimated to total 40 million Americans. *Id.*

less restrictive than the Colorado law at issue here. Thus, this Court's review is necessary to vindicate important federal interests.

The Colorado court's reliance on the McCarran-Ferguson Act to save the HCAA establishes a precedent that could result in inconsistent requirements among other types of state statutes which may tangentially affect insurers. *See Autry v. Northwest Premium Services, Inc.*, 144 F.3d 1037, 1045 (7th Cir. 1998) (rejecting claim that McCarran-Ferguson Act saved state law disclosure standards for premium finance agreements from federal preemption under Truth In Lending Act). Many managed care organizations operate in multiple states[6] and, therefore, could be subject to multiple and inconsistent state law standards for using arbitration agreements and for disclosing them to members.

Arbitration disclosure requirements in other state statutes differ substantially from those set forth in the HCAA. For example, California law requires, *inter alia*, that health care providers give the following notice to patients in at least ten-point bold *red* type:

> NOTICE: BY SIGNING THIS CONTRACT YOU ARE AGREEING TO HAVE ANY ISSUE OF MEDICAL MALPRACTICE DECIDED BY NEUTRAL ARBITRATION AND YOU ARE GIVING UP YOUR RIGHT TO A JURY OR COURT TRIAL. SEE ARTICLE 1 OF THIS CONTRACT.

Cal. Civ. Proc. Code § 1295(b). Other states' statutes impose differing arbitration disclosure standards. *See e.g.* 710 Ill. Comp. Stat. § 15/9(d); La. Rev. Stat. § 4235; N.Y. Public

---

[6] According to one report, InterStudy's *Competitive Edge Part II: HMO Industry Report*, as of January 1, 2003, 49% of health maintenance organizations ("HMOs") were owned by companies with HMO plans in multiple states, and 58.4% of those enrolled in HMOs were enrolled in "national" managed care firms.

Health Law § 4406-a; Ohio Rev. Code § 2711.24; S.D. Codified Laws § 21-25B-3; Tex. Civ. Prac. & Rem. Code § 171.002.

A few states totally prohibit the use of arbitration for medical malpractice disputes unless the agreement to arbitrate was formed after the alleged malpractice arose. *See* Ala. Code § 6-5-485(a); Ga. Code § 9-9-62. Other states flatly prohibit the use of arbitration agreements to resolve medical malpractice disputes. *See* Ark. Code § 16-108-201(b)(2); S.C. Code § 15-48-10(b)(4).

A patchwork regulatory environment would create substantial administrative burdens and additional costs for the managed care community seeking to comply with diverse arbitration standards nationwide. This defeats the intended purpose of the FAA to promote a uniform federal policy that places arbitration agreements on an equal footing with all other contracts. *See Allied-Bruce*, 513 U.S. at 281.

Further, the flaw in the lower court's analysis is demonstrated by the uneven enforcement of arbitration clauses that would result under the court's application of the McCarran-Ferguson Act to the HCAA. In some medical malpractice cases, physicians and health plans are alleged to be joint tortfeasors responsible for a single instance of medical malpractice, often with the health plan cited as being vicariously liable only. If the Colorado court's decision is upheld, an arbitration agreement could be enforceable or unenforceable depending on the "status" of the health care provider.

Thus, with regard to an arbitration clause violating the HCAA that was utilized by an "insurance-related" health care provider, the HCAA would be saved from FAA preemption by the McCarran-Ferguson Act and the arbitration clause would be declared unenforceable. However, with regard to the same arbitration clause used by "non-insurance" health care providers, the HCAA would be preempted by the FAA

and the arbitration clause would be enforced. Such a dichotomy would force claimants with medical malpractice disputes against both a physician and a health plan, arising out of the same occurrence, to arbitrate their claims against physicians and to litigate their claims against health plans in court. The uneven enforcement of arbitration agreements does not benefit either health plans or patients, and would be contrary to the intent of the statute. The HCAA was intended to apply evenly to the arbitration of medical malpractice disputes regardless of the "identity" of the health care provider. *See Colorado Permanente Medical Group, P.C. v. Evans*, 926 P.2d 1218, 1226-27 (Colo. 1996).

Moreover, the fact that the HCAA may incidentally apply to insurers because they are deemed to be included in the HCAA's definition of a "health care provider" does not mean that the statute regulates the business of insurance. *See Autry*, 144 F.3d at 1044-45 (declining to apply McCarran-Ferguson Act where state law "may serve to protect someone who happens to be an 'insured,' but it does not protect that person in his capacity as a party to a contract of insurance"). The lower court's decision misinterprets the McCarran-Ferguson Act and encourages the misapplication of the McCarran-Ferguson Act to undermine an important federal policy of enforcing arbitration agreements consistent with the FAA.

The implications of the Colorado court's decision for arbitration in general are serious. If a state law which prescribes typeface and similar disclosure requirements for arbitration agreements covering medical malpractice disputes were deemed to regulate the business of insurance, then state laws which outright prohibit the use of arbitration for medical malpractice disputes also could be deemed to regulate the business of insurance. Indeed, under the rationale of the decision, *any* state law having an incidental impact on an insurer would be saved from federal preemption by the

McCarran-Ferguson Act. Therefore, the lower court's decision has significant implications for fundamental principles of federalism.

State laws imposing disclosure requirements for arbitration clauses are preempted by the FAA. *Doctor's Associates*, 517 U.S. at 687. The FAA preempts any state law, such as the HCAA, which places arbitration agreements on "unequal footing" with any other type of agreement. *Allied-Bruce*, 513 U.S. at 281. Thus, this Court's review of the lower court's decision is necessary to protect the federal policies underlying the FAA.

CONCLUSION

For the foregoing reasons the petition for writ of certiorari should be granted.

Respectfully submitted,

RICHARD E. RAMSAY
AMERICAN ASOCIATION OF HEALTH PLANS—HEALTH INSURANCE ASSOCIATION OF AMERICA
1129 20th Street, N.W.
Suite 600
Washington, D.C. 20036
(202) 778-3230

JAMES P. HOLLOWAY *
PROSKAUER ROSE LLP
1233 20th Street, N.W.
Suite 800
Washington, D.C. 20036
(202) 416-6800

* Counsel of Record

December 1, 2003